

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

SHELIA REDICK

Plaintiff,

vs.

**CANYON CREEK
APARTMENTS LLC
Serve: Nicholas J. Porto, R.A.
1600 Baltimore, Site 200A
Kansas City, Mo. 64108
Defendant.**

Case No.

PETITION FOR DAMAGES

1. This action is brought pursuant to the Missouri Human Right Act, the Americans with Disabilities Act and the Federal Fair Housing Act to remedy acts of housing discrimination, taken by Defendant, by and through their agents and/or employees against Plaintiff based upon her disability.

2. This Court has subject matter jurisdiction over the claims raised herein pursuant to Section 213.111.1 R.S. Mo

3. Venue is proper in Kansas City, Jackson County, Missouri.

4. Plaintiff, Shelia Redick is a female citizen of the United States and of the State of Missouri. At all times relevant herein Plaintiff resided in Kansas City, Jackson County, Missouri. At all times relevant to this Complaint, Plaintiff was a tenant of Defendant pursuant to a written lease for the 12-month period from May 1, 2017 to April 30, 2018 for a unit located on the second floor as 9342 Bales, Apt. D.

5. During the course of the year Plaintiff was diagnosed and treated for a serious and permanent disease which disabled her from walking the more than fifteen steps which provided the only access to the second-floor unit.

6. On or about February 13, 2020 Plaintiff received letter from Defendant which is attached hereto and incorporated herein as Exhibit A.

7. The letter advised Plaintiff that her lease would renew on May 1, 2018, and the monthly rate if plaintiff chose to enter a new yearly lease (\$799) and a higher rate (\$877) if plaintiff chose not to renew and instead became a month to month tenant.

8. The letter further instructed that if Plaintiff did not renew by the last day of the current tenancy, April 30, 2018 she would be placed on the month to month rental of \$877.

9. The letter did not state that Plaintiff's tenancy would be terminated.

10. In response to the letter, Plaintiff went to Defendant's onsite management and verbally advised her of her medical diagnosis and that she was having extreme difficulty climbing the number of steps to the second-floor unit. She requested to lease and/or to transfer to a first-floor unit.

11. Defendant's management agent requested that Plaintiff provide a physician's statement verifying her condition. Plaintiff responded that she would obtain it at her next doctor's appointment.

12. Dr. Mark Belizikijian of St. Luke's Hospital documented in a March 19, 2018 letter, attached hereto and incorporated herein as Exhibit B, that Plaintiff required accommodation to a first-floor apartment.

13. Plaintiff hand-delivered the March 19, 2018 letter from her physician to Defendant management that same day, March 19, 2018.

14. The next day, by letter dated March 20, 2018, Defendant hand delivered to Plaintiff, Exhibit C, attached hereto and incorporated by reference, Notice to Vacate-Termination of Lease.

15. Exhibit C states that Plaintiff's lease is terminated effective April 30, 2018, that her lease will not be renewed and that if she fails to move out by April 30, 2018, legal action will be taken against her to regain possession of the property.

16. At subsequent physician appointments on March 26 and 28, 2018 Plaintiff obtained and submitted to Defendant additional written verifications of her need for accommodation to a first-floor unit from her physicians, Exhibit D and E, attached hereto and incorporated herein by reference.

17. Despite Plaintiff's numerous medical verifications of her need for accommodation to a first-floor unit, Defendant failed and refused to provide said accommodation which was available, and instead retaliated against Plaintiff for requesting said accommodation by terminating her lease and requiring her to vacate her apartment under threat of legal action.

18. Plaintiff's timely Charge of Discrimination, H-09/18-04655; was dually filed with MCHR and the U.S. Department of Housing (HUD) on September 4, 2018, attached to and incorporated by reference as Exhibit F. More than 180 days have passed. On March 5, 2020 Plaintiff filed with MCHR her Request to Issue Notice of Right to Sue, attached hereto and incorporated herein as Exhibit G.

19. The treatment accorded Plaintiff by Defendants, as specified in paragraphs 1-18 above was the result of intentional discrimination and retaliation against Plaintiff.

20. As a result of this action, Defendants willfully, wantonly, recklessly and maliciously violated and continue to violate the MHRA and the FHA by discriminating and retaliating against Plaintiff.

21. As a result of Defendants' unlawful conduct in violating the above laws' prohibition against discrimination and reprisal, Plaintiff has suffered and continues to suffer damage in cost of displacement and moving, higher rent payment, embarrassment, humiliation and mental and emotional pain, including, without limitation, physical pain and injuries related to stress and anxiety.

22. The conduct of Defendant was malicious and/or in reckless disregard for Plaintiff's rights, such that Plaintiff is entitled to an award of punitive damages.

WHEREFORE, Plaintiff requests that the Court grant her, pursuant to a verdict by a jury, judgment against Defendant in such amounts that are fair and reasonable and for her costs and attorneys' fees and for such other relief as the court deems just and proper. In addition, Plaintiff asks the Court to:

- a. Enter Judgment pursuant to a jury verdict that the acts and practices of the Defendant complained of by Plaintiff herein are violations of MHRA and the FHA.
- b. Pursuant to a jury verdict, award Plaintiff compensatory and punitive damages for emotional pain and suffering, mental anguish, and stress and other actual damages and award Plaintiff punitive damages as awarded by the jury; and,

- c. Award Plaintiff the costs of this action, and the administrative complaints which preceded it, including the fees and costs of any experts, along with reasonable attorneys' fees;
- d. Award Plaintiff interest on any such amounts of monies awarded herein; and,
- e. Require Defendant to place Plaintiff in the same or similar position she would have been in absent the illegal discrimination, including the removal of all references to termination of the lease in Defendant's record.
- f. Enjoin Defendant permanently from discriminating and retaliating against Plaintiff.

Respectfully submitted,

Wells & Ramsey LLC

By: /s/Karon D. Ramsey.

Karon D. Ramsey
Mo. Bar 29642
1115 East 65th St.
Kansas City, MO 64131
(816) 333-1414
(816) 523-2362 (fax)
karonramsey01@att.net

Attorney for Plaintiff



February 13, 2018

Sheila Redick
9342 Bales Avenue #D
Kansas City, MO 64132

Dear Sheila Redick,

As the time for your lease renewal approaches, the management staff of Canyon Creek Apartments hope that we have made this year a pleasant and satisfying experience for you.

Your current lease will renew on May 1, 2018.

- Your renewal **12 months' rent will be \$799.00**. This rate does not include any additional fees such as pet or parking.
- If you elect not to renew your lease, the **month-to-month rate will be \$874.00**.

Please contact our office within 30 days of this renewal letter for your lease renewal. If the management do not receive a response by the last day of the month of your lease expiration date, you will be placed on month-to-month rate listed above.

If you choose to vacate your apartment upon the expiration of your lease, you must come to the office to fill out a proper 30 days' notice before your move-out date or lease expiration date.

If you have any questions or concerns, please call the main office at (816) 763-6400.

Respectfully,

Collette Johnson

Canyon Creek | www.canyoncreekapartmentsllc.com
9355 Bales Avenue Kansas City, Missouri 64132
office: (816) 763-6400 | fax: (816) 763-0266
cjohnson@canyoncreekapartmentsllc.com

EXHIBIT A



3/19/18

To whom it may concern:

Ms. Redick is seeing me at Saint Luke's Pain clinic for multiple painful issues.

She is no longer safe to go up and down steps to her apartment and efforts should be made immediately to procure her a 1st floor apartment.

Thank you,

A handwritten signature in black ink, appearing to read "Mark Bilezikjian", written in a cursive style.

Mark Bilezikjian, MD

.EXHIBIT B



9355 Bales Avenue
Kansas City, Missouri 64132
(816)763-6400

March 20, 2018

Sheila Redick
9342 Bales Avenue #D
Kansas City, Missouri 64132

RE: Notice to Vacate – Termination of Lease Agreement

You are hereby notified of the termination of your Lease Agreement effective 04/30/2018.

At this time, we will not be offering to renew your lease agreement.

Please vacate the premise and return keys to Management by 5pm on April 30, 2018. You are responsible for rent and utilities until 04/30/2018. If you fail to move out by this date, we will be forced to take legal action to regain possession of the property.

As a reminder you are responsible for any damages to the unit. We ask that you leave it clean to prevent any move out charges.

Thank you,

Management

EXHIBIT C



PERSONAL MONEY ORDER

No. 6777005059

DATE: MARCH 10, 2018

FOUR HUNDRED FIFTY DOLLARS AND 00 CENTS

\$ 450.00

Payee

Willow Creek Apartments

Location: 6777 W 103rd Price Chopper

PLEASE COMPLETE AND SIGN MONEY ORDER PROMPTLY

NON NEGOTIABLE

SAVE THIS RECORD

HARLAND CLARKE 20745 (01/13) 70303549

(Landmark)

3.15.18



Willow Creek
Apartments

Shelia Elizabeth Redick & Deneisha Marie Love, Welcome Home to Willow Creek Apartments.

Your new address is 320 W.100th Terrace, Apt# 102, Kansas City, MO 64114.

Your move in date is schedule for 04/28/2018

Your lease term of 12 month will begin on 04/28/2018 and end on 04/30/2019

Pro- Rated Rent From	04/28/2018	\$ 82.50
Pro- Rated Short Term Fee	04/28/2018	\$ 0.00
Pro- Rated Pet Monthly Fee	04/28/2018	\$ 0.00
Pro- Rated Garage Fee	04/28/2018	\$ 0.00
Pro- Rated Pet Fee	04/28/2018	\$ 0.00
If moving in after the 20th of the month, all monthly charges for the following month are due at move in Rent From		\$ 825.00
If moving in after the 20th of the month, all monthly charges for the following month are due at move in Pet Fee/ Garage Fee		Pet Fee: \$ 0.00 Garage Fee: \$ 0.00
Additional Security Deposit		\$ 0.00
Total Due at Move In:		\$ 907.50

Kansas City Power & Light: (816) 471-5275 Confirmation #

Spire (GAS) 816-756-5252 Confirmation #

Water & Sewer: Will be set up in your name by Willow Creek upon move in. You will receive a monthly statement in the mail from Yes Management that is paid to the office each month with your rent payment.

First American Insurance: (866) 654-9900 or www.rentersinsuranceselect.com

At the time of move in you are required to provide proof of renters insurance with a minimum of \$100,000 Personal Liability and \$500 in Medical Payments. All lease holders must be listed on the policy. Willow Creek Apartments must be listed as an Additional interest on the policy:

Willow Creek Apartments, 201 W. 99th Terr, Kansas City, MO 64114. (P) 816-942-7779 (F) 816-942-7843

****Please note that all lease holders must sign the lease and provide KCP&L Conf. # (if applicable) and provide an active insurance policy before keys will be given****

Deposit/ Fees

Application Fee(S)	\$ 80.00	Market Rent	\$ 825.00
Security Deposits	\$ 450.00	Monthly Concession	\$
Additional Security Deposit	\$	Short Term Fee	\$
Pet Fee(non-refundable)	\$	Monthly Pet Fee	\$
Remote Deposit	\$	Monthly Garage Fee	\$

Monthly Charges

All monies are processed immediately. If the application is canceled \$150 of the security deposit is non-refundable. The remainder of the security deposit is refundable if the application is canceled within 48 hours after submission, non-refundable thereafter. Co-signer or additional deposit may be required based on screening results. Refer to the Qualifications for Occupancy for the full rental qualifying policies.

Special: Move In special \$825.00 Off 2nd Full Month (June 2018)

Total Due on the 1st of each Month: 825.00 ± Yes Management Utility Bill (Water/ Sewer)

Applicant Signature/ Date

Application Signature/ Date

Leasing Agent Signature/

Any changes such as postponing a move in date will eliminate all special offers or lease fees could change the total due at Move In
The Welcome Home Letter is for informational purpose only and is subject to change. By signing above, I/We acknowledge receipt of the Welcome Home Letter.

Revise 12/2017

Move Out Statement

Date: 03/16/2018

Code	t0022122	Property	01065	Lease From	04/28/2018
Name	Doneisha M Love	Unit	320-102	Lease To	04/30/2019
Address	9342 Bales Ave.	Status	Denied	Move In	04/28/2018
		Rent	825.00	Move Out	
City	Kansas City, MO 64132			Notice	
Telephone	(O)-(816) 668-8005 (H)-() -				

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
03/10/2018	creditck	Application Fee(2 Occupants)	80.00		80.00	611043
03/10/2018	sdeposit	Security Deposit	450.00		530.00	611044
03/10/2018		chk# 6777005060 :CHECKscan Payment		40.00	490.00	408586
03/10/2018		chk# 6777005061 :CHECKscan Payment		40.00	450.00	408587
03/10/2018		chk# 6777005059 :CHECKscan Payment		450.00	0.00	408588
03/16/2018	sdeposit	:Security Deposit credit	(450.00)		(450.00)	611753
03/16/2018	secdepci	Amount to be refunded	450.00		0.00	611754

Dear Doneisha M Love:

Thank you for interest in Willow Creek Apartments! The application for apartment 320-102 was denied on March 15, 2018. Unfortunately, we are unable to approve your application at this time. The application fees are non-refundable. The Security Deposit is refundable and the amount to of \$450.00 will mail to the above fwd. address within 30 days.

We wish you the best of luck in the future! Please contact us at the office 816.942.7779 if you have any questions regarding this statement.

Sincerely-

Amanda Lau

Accounting Manager | Landmark Reality

Willow Creek/ Ashton Court/ Ashton Place Apartments

201 W 99th Terr. Kansas City, MO 64114

816-942-7779

amandal@willowcreekaptskc.com

Code	t0022122	Property	01065	Lease From	04/28/2018
Name	Shelia Redick	Unit	320-102	Lease To	04/30/2019
Address	9342 Bales Ave.	Status	Denied	Move In	04/28/2018
		Rent	825.00	Move Out	
City	Kansas City, MO 64132			Notice	
Telephone	(O)-(816) 668-8005 (H)-() -				

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
03/10/2018	creditck	Application Fee(2 Occupants)	80.00		80.00	611043
03/10/2018	sdeposit	Security Deposit	450.00		530.00	611044
03/10/2018		chk# 6777005060 :CHECKscan Payment		40.00	490.00	408586
03/10/2018		chk# 6777005061 :CHECKscan Payment		40.00	450.00	408587
03/10/2018		chk# 6777005059 :CHECKscan Payment		450.00	0.00	408588
03/16/2018	sdeposit	:Security Deposit credit	(450.00)		(450.00)	611753
03/16/2018	secdepl	Amount to be refunded	450.00		0.00	611754

Dear Shelia Redick:

Thank you for interest in Willow Creek Apartments! The application for apartment 320-102 was denied on March 15, 2018. Unfortunately, we are unable to approve your application at this time. The application fees are non-refundable. The Security Deposit is refundable and the amount to of \$450.00 will mail to the above fwd. address within 30 days.

We wish you the best of luck in the future! Please contact us at the office 816.942.7779 if you have any questions regarding this statement.

Sincerely-
Amanda Lau
Accounting Manager | Landmark Reality
Willow Creek/ Ashton Court/ Ashton Place Apartments
201 W 99th Terr. Kansas City, MO 64114
816-942-7779
amandal@willowcreekaptskc.com

Move Out Statement

Date: 03/16/2018

Code	t0022122	Property	01065	Lease From	04/28/2018
Name	Doneisha M Love	Unit	320-102	Lease To	04/30/2019
Address	9342 Bales Ave.	Status	Denied	Move In	04/28/2018
		Rent	825.00	Move Out	
City	Kansas City, MO 64132			Notice	
Telephone	(O)-(816) 668-8005 (H)-() -				

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
03/10/2018	creditck	Application Fee(2 Occupants)	80.00		80.00	611043
03/10/2018	sdeposit	Security Deposit	450.00		530.00	611044
03/10/2018		chk# 6777005060 :CHECKscan Payment		40.00	490.00	408586
03/10/2018		chk# 6777005061 :CHECKscan Payment		40.00	450.00	408587
03/10/2018		chk# 6777005059 :CHECKscan Payment		450.00	0.00	408588
03/16/2018	sdeposit	:Security Deposit credit	(450.00)		(450.00)	611753
03/16/2018	secdepci	Amount to be refunded	450.00		0.00	611754

Dear Doneisha M Love:

Thank you for interest in Willow Creek Apartments! The application for apartment 320-102 was denied on March 15, 2018. Unfortunately, we are unable to approve your application at this time. The application fees are non-refundable. The Security Deposit is refundable and the amount to of \$450.00 will mail to the above fwd. address within 30 days.

We wish you the best of luck in the future! Please contact us at the office 816.942.7779 if you have any questions regarding this statement.

Sincerely-

Amanda Lau

Accounting Manager | Landmark Reality

Willow Creek/ Ashton Court/ Ashton Place Apartments

201 W 99th Terr. Kansas City, MO 64114

816-942-7779

amandal@willowcreekaptskc.com

Canyon Creek Apartments LLC

9355 Bales Drive

Kansas City MO 64132

Bank of the West
Mission Branch

San Francisco CA 94110
121100782

4284

**** FOUR HUNDRED FIFTY AND 00/100 DOLLARS

TO THE
ORDER OF

03/23/2018

\$450.00*****

Shelia Redick & Doneisha Love
9342 Bales Ave.
Kansas City, MO 64132

RUB RED IMAGE
FADES WITH HEAT



 SECURITY FEATURES INCLUDED. DETAILS ON BACK. 

⑈004284⑈ ⑆121100782⑆ 035886242⑈

DATE:03/23/2018 CK#:4284 TOTAL:\$450.00***** BANK:Canyon Creek Disbursements(ccdisbur)
PAYEE:Shelia Redick & Doneisha Love(t0022122)

Property Address - Code

KC Willow Creek LLC - 01065

Invoice - Date

:Refund 3/16/2018 1:13:53 PM

Description

Cancel Move In refund

Amount

450.00

450.00



2016-CV09601

Saint Luke's Primary Care - Plaza
4321 Washington St
Suite 3000
Kansas City MO 64111
Phone: 816-932-3100
Fax: 816-932-6871

March 26, 2018

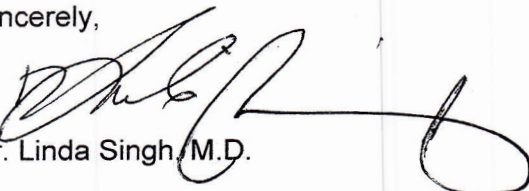
Patient: **Sheila E Redick**
Date of Birth: **1/19/1967**
Date of Visit: **3/26/2018**

To Whom It May Concern:

It is my medical opinion that Sheila Redick is unable to climb steps she should be moved to a lower level apartment due to safety and health issues.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,



Dr. Linda Singh, M.D.

EXHIBIT D

saintlukeshealthsystem.org

Saint Luke's Health System is an Equal Opportunity Employer. Services are provided on a nondiscriminatory basis.



2016-CV09601

Saint Luke's Cancer Specialists
4321 Washington St
Suite 4000
Kansas City MO 64111
Phone: 816-932-3300
Fax: 816-932-5793

March 28, 2018

Patient: **Sheila E Redick**
Date of Birth: **1/19/1967**
Date of Visit: **3/28/2018**

To Whom It May Concern:

It is my medical opinion that Sheila Redick be moved to the first floor due to her neuropathy. This makes it difficult for her to climb stairs. This is a safety concern as she has fall three times in the last month related to climbing stairs.

If you have any questions or concerns, please don't hesitate to call me at 816-932-6199.

Sincerely,

Timothy J Pluard, MD

EXHIBIT E

saintlukeshalthsystem.org

Saint Luke's Health System is an Equal Opportunity Employer. Services are provided on a nondiscriminatory basis.



Missouri Commission on Human Rights
P.O. Box 1129
Jefferson City, MO 65102-1129



COMPLAINT OF DISCRIMINATION		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDED		CHARGE NUMBER H-09118-04665 28E-2018-01537 F	
NAME Sheila Redick				PHONE NUMBER 816-668-8005	
STREET ADDRESS 1715 E 59th St		CITY Kansas City		STATE MO	COUNTY Jackson
INDICATE BELOW WHO YOU WISH TO FILE YOUR COMPLAINT AGAINST					
NAME Canyon Creek Apartment and Townhomes				TELEPHONE (INCLUDE AREA CODE)	
STREET ADDRESS 9355 Bales Ave		CITY Kansas City		STATE MO	ZIP CODE 64132
CHECK APPROPRIATE BOX(ES) (For Office Use Only)					
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> Sex <input type="checkbox"/> Religion <input type="checkbox"/> National Origin <input checked="" type="checkbox"/> Disability <input type="checkbox"/> Retaliation <input type="checkbox"/> Ancestry <input type="checkbox"/> Other (Specify) _____					
DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (MONTH, DAY, YEAR) 04/30/2018					
THE PARTICULARS ARE (IF ADDITIONAL SPACE IS NEEDED, ATTACHE EXTRA SHEET(S))					
<p>I notified respondent of my restrictions for my disability on 03/19/2018. I explained to respondent that my disability requires that I not climb stairs and I requested that I be placed in an apartment on the ground level. On 03/20/2018, my landlord notified me that they would not work for me and gave me a termination of my lease agreement that was effective 04/30/2018.</p> <p>I believe my landlord terminated my lease due to my disability.</p> <p>1.) One day after I asked to be placed on the ground level due to my disability, I was told that my lease agreement was terminated.</p> <p>As remedy, I am seeking an end to the discrimination and anything else the Commission deems just and proper.</p>					
I declare or affirm under penalty of perjury that I have read the foregoing and it is true and correct.		I swear that I have read the foregoing and that it is true and to the best of my knowledge, information and belief.			
X DATE 08/31/18		FILED SEP 04 2018 Missouri Commission on Human Rights Jefferson City Office			
x <i>Sheila E Redick</i> COMPLAINANT (signature)					
		SIGNATURE OF COMPLAINANT			
		SUBSCRIBED AND SWORN TO before me this date			
		SEAL AND SIGNATURE OF COMMISSIONER			



REQUEST FOR NOTICE OF RIGHT TO SUE

Sheila Redick
Complainant Name

H-09/18-04665
MCHR #

Canyon Creek Apartments, LLC, et al.
Respondent(s) Name(s)

If you desire a Right to Sue letter from this agency, it will be necessary for you to sign your name on the line provided below:

The Missouri Human Rights Act provides a procedure for Complainants who want to take their case directly into state court:

If the commission has not completed its administrative processing and the person aggrieved so requests in writing, the commission shall issue to the person claiming to be aggrieved a letter indicating their right to bring a civil action within ninety days of such notice against the respondent(s) named in the complaint. Such an action may be brought in any circuit court in any county in which the unlawful discriminatory practice is alleged to have occurred, either before a circuit or associate circuit judge. **Upon issuance of this notice, the commission shall terminate all proceedings relating to the complaint.** No person may file or reinstate a complaint with the commission after the issuance of a notice under this section relating to the same practice or act. **Any action brought in court under this section shall be filed within ninety days from the date of the commission's notification letter to the individual but no later than two years after the alleged cause occurred or its reasonable discovery by the alleged injured party.**

I wish to administratively close my complaint filed with the Missouri Commission on Human Rights in order to receive a Right to Sue letter.

Sheila Redick
Signature

3/10/2020
Date